

REMARKS

Claims 1-51 were pending at the time of examination. No claims have been cancelled. Claims 1, 5-6, 23 and 38-39 have been amended. No new matter has been added. The Applicants respectfully request reconsideration based on the foregoing amendments and these remarks.

Claim Rejections – 35 U.S.C. § 112

Claim 1 was rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. In particular, the expression “a message interchange network” on line 3 of claim 1 was not clearly understood. The Applicants have corrected the phrase to read “the message interchange network.” Furthermore the expression “the second device” in claims 5, 23, and 38 was said to lack antecedent basis. The Applicants have amended the aforementioned claims, as well as other claims having the same issues, to read “the service manager.” This corrects the antecedent basis problem and renders the rejection under 35 U.S.C. § 112, second paragraph moot. It is thus respectfully requested that the rejection be withdrawn.

Claim Rejections – 35 U.S.C. § 102

Claims 1-8, 10-17, 19-32, 34-41 and 43-50 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. US 2002/0087371 to Abendroth (hereinafter Abendroth). The Applicants respectfully traverse the rejection for the following reasons.

Abendroth is directed to a freight management method and system for arranging for shipment of a load, offering equipment, selling a product, or providing a service from a shipper by a carrier, based on shipping data and carrier data supplied by the shipper and the carrier, respectively (Abstract). Abendroth relies on a central processing system 10, which can be accessed by shippers 12 and carriers 13 through a public network, such as the Internet. The central processing system 10 can receive, for example, requests for bids from shippers, and contact carriers to receive bids, which are then processed and reported to the shipper requesting the bid, thereby allowing the shipper to select a preferred bidder (paragraph [0066]). All the interactions occur through a “Grand Master Bulletin Board which with passwords, codes, multiple level and area filtering and sorting...the separate individual user bulletin boards are accessed...” and which “is an extremely important element in the entire process because it permits total integration and communication between any and/or all of the system users” (paragraph [0011]). The same paragraph states that, “A user’s accessibility rights determine just

how much of the total board may be seen.” Whereas the Abendroth system and methods may work excellently for its intended purposes, it is very different from and does not anticipate the applicants’ invention, as defined in claim 1, for at least the following reasons.

The first step of claim 1 requires the provision of a message interchange network. This message interchange network has been discussed extensively in U.S. Patent Application No. 09/820,966, which is incorporated by reference in the present application, as well as in previous Office Action responses. However, for the sake of clarity and ease of understanding the differences between the present invention and Abendroth, some features of the message interchange network will be reiterated here. For example, claim 1 recites that the message interchange network is “a hosted network overlaying a public network.” The network shown in FIG. 1 of Abendroth is merely a public network - not a hosted network overlaying a public network - and merely has the ability to send messages from point A to point B without performing any processing on the messages.

In contrast, the message interchange network, as specified in claim 1, has the ability to “mediate messages sent between the services so that each service receives messages in a format specified by the respective service, without the senders of the messages being aware of the specified format.” It is respectfully submitted that these features of the message interchange network distinguish the message interchange network from any public network, including the one in Abendroth. Since Abendroth uses its “Grand Master Bulletin Board” to make messages accessible to system participants, no mediation of messages is necessary. Furthermore, even if one were to assume that Abendroth had the capability of mediating messages between different formats, this mediation would be performed by the central processing system 10, and not by the network 11, which merely has the capability of sending messages between two endpoints without performing any further operations on the messages.

Furthermore, the second step of claim 1 requires a “service manager within the message interchange network.” Even if one were to interpret the central processing system 10 of Abendroth to be equivalent to the service manager, as the Examiner appears to do, the central processing system 10 is certainly not located within a message interchange network. Also, the central processing system 10 does not have the capability of “setting up permissions between an invitee and the service if the invitee accepts the offer,” as recited in claim 1. The Applicants respectfully disagree with the Examiner’s assertion that revealing shipper and carrier information and exchanging corresponding information through Abendroth’s central processing system 10, anticipates or renders obvious the operation of setting up permissions after an offer has been accepted, which is a much more involved process.

Next, in rejecting the second step of claim 1, the Examiner says that, “shipper offers the carriers to bid for shipper’s services.” The Applicants assume that the Examiner means that the shipper offers the carriers to provide bids for shipping goods on behalf of the shipper, since the shipper is the “buyer” of the carriers’ services, and does not provide any services themselves. Following this line of reasoning, this would mean that the Examiner equates the “first device” recited in claim 1 to be the “shipper’s computer 12” in Abendroth. Now, the third step of claim 1 requires “receiving identifying information regarding one or more invitees to be invited to access the service of the offer, the one or more invitees being transmitted from the first device to the service manager.” Thus, if one continues to follow the Examiner’s reasoning, this claim limitation would mean that the “shipper 12” in Abendroth provides the identifying information for the “carriers 13,” which is not the case.

The same mismatch of “shipper 12” and “first device” also applies to the last step of claim 1, which will not be discussed here, in order to avoid further confusion. Suffice to repeat again that the shipper 12 in Abendroth does not provide any services – but is simply a buyer of services that are provided by the carrier. For at least these reasons, it ought to be evident that claim 1 is neither anticipated nor rendered obvious by Abendroth, and that the rejection under 35 U.S.C. 102(e) should be withdrawn.

Claims 2-18 all depend from claim 1, and are therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 1, and the rejections of claims 2-18 should be withdrawn.

Claim 19 is a system claim with limitations similar to the limitations of claim 1, and is therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 1, and the rejection of claims 19 should be withdrawn.

Claims 20-33 all depend from claim 19, and are therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 19, and the rejections of claims 20-33 should be withdrawn.

Claim 34 is a *Beauregard* claim corresponding to claim 1, and is therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 1, and the rejection of claims 34 should be withdrawn.

Claims 35-51 all depend from claim 34, and are therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 34, and the rejections of claims 35-51 should be withdrawn.

Claim Rejections – 35 U.S.C. § 103

Claims 9, 18, 33, 42 and 51 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Abendroth, in view of what was well known in the art. The Applicants respectfully traverse the rejection for the following reasons.

With respect to claims 9 and 42, it has been shown above that claims 9 and 42 (which depend from claim 1 and 34, respectively) are neither anticipated nor rendered obvious by Abendroth. Even if one, for the sake of argument, were to accept the Examiner's statement that "a notion of using error message was well known and routinely used for notification purposes at the time of the invention was made," the combination would still cure the above-mentioned deficiencies of Abendroth. A similar reasoning applies to claims 18, 33 and 51, which define further details of the invention and are thus neither anticipated nor rendered obvious by Abendroth. For at least these reasons, it is respectfully submitted that the rejection of claims 9, 18, 33, 42 and 51 under 35 U.S.C. § 103(a) is unsupported by the art and should be withdrawn.

Conclusion

The Applicants believe that all pending claims are allowable and respectfully request a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at the telephone number set out below.

The Applicants hereby petition for a one-month extension of time which may be required to maintain the pendency of this case, and any required fee for such extension or any further fee required in connection with the filing of this Amendment is to be charged to Deposit Account No. 500388 (Order No. ODVFP003).

Respectfully submitted,
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